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BY [Signature]  
CLERK

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEVADA

Thomas A. Dillon, Independent Fiduciary  
of Employers Mutual Plans,

Plaintiffs,

vs.

James Lee Graf, et al

Defendants.

CASE NO. CV-N-03-0119-HDM-VPC

Mike Alexander, an individual,

Cross Claimant,

vs.

Associated Agents of America, Buddy Foreman,  
AFM Insurance Group, American Benefit Society,  
Breckenridge Greene, Chris Ashiotes,  
Insurance Advisors of Texas and Scott Rutherford,

Cross Defendants.

**CROSSCLAIM OF MIKE ALEXANDER AGAINST  
AFM INSURANCE GROUP, BRECKENRIDGE GREENE, CHRIS ASHIOTES  
INSURANCE ADVISORS OF TEXAS, AND SCOTT RUTHERFORD**

NOW COMES, MIKE ALEXANDER, Defendant / Crossclaimant in the above  
matter and for his Crossclaim against Defendants / Cross-Defendants, Associated  
Agents of America, Buddy Foreman, AFM Insurance Group, American Benefit Society,

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1 Breckenridge Greene, Chris Ashiotes, Insurance Advisors of Texas and Scott  
2 Rutherford, states:

3 **FIRST CAUSE OF ACTION**  
4 **(Implied Equitable Indemnity)**

5 1. Crossclaimant, MIKE ALEXANDER, is a resident of Houston, Texas.  
6 Crossclaimant.

7 2. AFM Insurance Group is an affiliate of Associated Agents of America, a  
8 wholesale insurance producer that processed the group plans solicited by  
9 Crossclaimant.

10 3. Defendant Nathan "Buddy" Foreman is an agent or employee of Associated  
11 Agents of America.

12 4. Breckenridge Greene is an agent or employee of AFM Insurance Group and did  
13 the actual enrollment work for group policies that Crossclaimant obtained.

14 5. Scott Rutherford is an agent or employee of Insurance Advisors of Texas and  
15 recruited Crossclaimant to sell individual plans and Chris Ashiotes an employee  
16 American Benefit Society did the actual enrollment work for individual policies that  
17 Crossclaimant obtained.

18 6. Crossclaimant, MIKE ALEXANDER, denies all of the allegations set forth  
19 against Crossclaimant in the Complaint and denies that he is liable under any theory  
20 found in said Complaint or under any theory whatsoever for the damages and / or  
21 injuries allegedly suffered by Plaintiffs, or any other party herein.

22 7. If MIKE ALEXANDER is held liable in said Complaint or under any theory  
23 whatsoever for the damages and / or injuries allegedly suffered by Plaintiff, which  
24 liability is not admitted but denied, MIKE ALEXANDER is informed and believes and  
25 thereon alleges that said liability would be passive, imputed or secondary while the  
26 Crossdefendants, Associated Agents of America, Buddy Foreman, AFM Insurance  
27 Group, American Benefit Society, Breckenridge Greene, Chris Ashiotes, Insurance  
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1 Advisors of Texas and Scott Rutherford would be actively and primarily liable for  
2 Plaintiff's injuries through negligence and / or otherwise.

3 8. That MIKE ALEXANDER is informed and believes and thereon alleges that he  
4 is entitled to be indemnified by the Crossdefendants for any recovery that Plaintiff or  
5 any other party may realize against MIKE ALEXANDER, including, but not limited to,  
6 any settlement amounts, judgments, attorney's fees, costs of suit and such other and  
7 further relief as the court might determine proper.

8 9. That it has been necessary for Crossclaimant MIKE ALEXANDER to retain the  
9 services of an attorney to prosecute this Crossclaim. Accordingly, MIKE ALEXANDER  
10 is entitled to recovery of his reasonable attorney's fees and costs incurred herein.

## 11 **SECOND CAUSE OF ACTION**

### 12 **(Contribution)**

13 10. Crossclaimant refers to and incorporates by reference all the allegations  
14 contained in paragraphs 1 through 10 as set forth fully herein.

15 11. In the event Plaintiffs and / or any other party obtains a judgment against MIKE  
16 ALEXANDER, or in the event that MIKE ALEXANDER settles with Plaintiff, MIKE  
17 ALEXANDER is informed and believes, and thereon alleges, that any injuries and/or  
18 damages suffered by Plaintiffs are contributed to by the negligence or fault of the  
19 Crossdefendants, Associated Agents of America, Buddy Foreman, AFM Insurance  
20 Group, American Benefit Society, Breckenridge Greene, Chris Ashiotes, Insurance  
21 Advisors and Scott Rutherford, in that said Crossdefendants negligently performed  
22 their duties and functions with respect to their obligations to Crossclaimant and/or  
23 between them and Plaintiff as to proximately cause the damages alleged by Plaintiff,  
24 if any, which MIKE ALEXANDER, does not admit, but denies.

25 12. That MIKE ALEXANDER, Crossclaimant, hereby requests that this Court  
26 determine the responsibility between Plaintiff and Crossdefendants, Associated Agents  
27 of America, Buddy Foreman, AFM Insurance Group, American Benefit Society,  
28 Breckenridge Greene, Chris Ashiotes, Insurance Advisors of Texas and Scott

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1 Rutherford, and that the Crossdefendants be ordered to reimburse Crossclaimant  
2 MIKE ALEXANDER on the basis of Crossdefendants' proportionate responsibility for  
3 said damage to Plaintiff, if any, which MIKE ALEXANDER does not admit, but denies.

4 13. That it has been necessary for Crossclaimant, MIKE ALEXANDER, to retain the  
5 services of legal counsel to defend and prosecute this action. Accordingly, MIKE  
6 ALEXANDER is entitled to his reasonable attorney's fees and costs herein.

7 WHEREFORE, Crossclaimant, MIKE ALEXANDER, prays for judgment on his  
8 Crossclaim as follows:

- 9 a. For indemnity for all damages and / or economic losses that Plaintiff or  
10 any other party may recover against Crossclaimant, MIKE ALEXANDER  
11 by way of judgment, order, settlement, compromise or trial;  
12 b. For contribution against Crossdefendants herein;  
13 c. For reasonable attorney's fees herein  
14 d. For reasonable attorney's fees as damages;  
15 e. For such other and further relief as the court might determine proper in  
16 the premises.

17 Respectfully submitted,

18 LIPSON, NEILSON, SELTZER & GARIN L.L.C.

19 By: 

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24 August 19, 2003

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